state transportation of oil should be held common carriers. The act was construed to apply to all pipe lines which transported oil from other wells but their own, irrespective of whether they professed to carry for the public. *Held*, that the act, so construed, is constitutional. *United States* v. *Ohio Oil Co.*, 34 Sup. Ct. 956.

For a discussion of this case in the lower court, see 26 HARV. L. REV. 631. For an analysis in connection with the Insurance Rate Case, see NOTES, p. 84.

CONSTITUTIONAL LAW — PERSONAL RIGHTS — LIBERTY TO CONTRACT — LEGISLATIVE MINIMUM WAGE FOR WOMEN AND MINORS. — A state legislature passed an act creating a commission to declare standards of conditions of labor, hours of labor and minimum wages for women and minor workers in any industry. Failure of an employer to comply with the standards thus to be imposed was made a misdemeanor. Suit was brought to enjoin enforcement of a ruling of the commission fixing a minimum wage for women employed in factories. *Held*, that the act is constitutional. *Stettler* v. *O'Hara*, 139 Pac. 743 (Ore.).

For a discussion of this case and a comparison of the principles involved in minimum wage and maximum hours statutes, see this issue of the REVIEW, p. 89.

CONSTITUTIONAL LAW — POWERS OF LEGISLATURE: DELEGATION OF POWERS — DELEGATION OF POWER TO ADMINISTRATIVE OFFICIALS. — The Legislative Assembly of Porto Rico by statute levied a license tax on certain businesses and empowered the Insular Treasurer to classify each one of such businesses into one of five classes based on its importance and volume in comparison with other businesses. The defendant, an officer of a company taxable under this statute, refused to furnish the Treasurer with accounts necessary to assist him in his classification; whereupon mandamus was brought and resisted on the ground that the statute was unconstitutional. *Held*, that the writ of mandamus should be issued. *People of Porto Rico* v. *Neagle*, Sup. Ct. P. R., Aug. 1, 1914 (not yet reported).

For a discussion of the interesting question in administrative law here involved, see this issue of the REVIEW, p. 95.

CONSTITUTIONAL LAW — PRIVILEGES, IMMUNITIES AND CLASS LEGISLATION — VALIDITY OF STATE ANTI-TRUST ACT EXEMPTING COMBINATIONS OF LABOR. — The Missouri Anti-Trust Acts, as interpreted by the Supreme Court of the state, applied only to combinations of manufacturers and vendors and exempted associations of wage-earners from the statutory prohibitions against combinations to lessen competition and regulate prices. *Held*, that the statutes, as interpreted, do not violate the constitutional guaranty of equal protection of the laws. *International Harvester Co.* v. *Missouri*, 34 Sup. Ct. 859.

The Fourteenth Amendment does not prohibit a state legislature from passing acts regulating certain classes of persons and property and leaving others unregulated. *Soon Hing* v. *Crowley*, 113 U. S. 703. The laws may also operate differently upon the various classes, but the classification must be based upon a reasonable difference in the subjects of the legislation and must apply equally to all members of the classes defined. *Barbier* v. *Connolly*, 113 U. S. 27, 31. And it is not enough to invalidate the statute that the court does not think its policy a wise one. *Missouri Pacific Ry. Co.* v. *Humes*, 115 U. S. 512. The difficulty arises in deciding when the legislative classification has become vicious. The older cases drew the line much more narrowly than we find it drawn in the principal case. Thus the Illinois Anti-Trust Act was declared

unconstitutional because it differentiated producers who sold, from other vendors. *Connolly* v. *Union Sewer Pipe Co.*, 184 U. S. 540. The spirit and reasoning of the two cases are quite different. The writer of the dissenting opinion in the earlier case now announces the view of the united court. The decision is to be supported on the ground, which the opinion takes, that a legislative classification should be upheld if within the bounds of reason.

CONTRACTS — SUITS BY THIRD PERSONS NOT PARTIES TO THE CONTRACT — SOLE BENEFICIARY — MASSACHUSETTS LAW. — The defendant's testator promised the father of an infant, in consideration of the naming of the child for him, to settle a sum of money on the infant. The child, by his father as next friend, sues upon this contract. *Held*, that he can recover. *Gardner* v. *Denison*, 105 N. E. 359 (Mass.).

This case is somewhat startling in Massachusetts, where a sole beneficiary cannot recover at law or in equity on the contract made for his benefit. *Marston* v. *Bigelow*, 150 Mass. 45, 22 N. E. 71. In cases where a creditor is the beneficiary of a contract made by his debtor, Massachusetts has already retreated from her former strict position, and now allows the creditor to reach the contract in equity as an asset of the debtor. *Forbes* v. *Thorpe*, 209 Mass. 570, 95 N. E. 955. *Cf. Borden* v. *Boardman*, 157 Mass. 410, 32 N. E. 469. See 25 HARV L. REV. 289. In the principal case, in order to escape the severity of its rule concerning sole beneficiaries, the court says that the father in naming his new-born son acted as the contracting agent of the child. This is a return to the seventeenth-century reasoning which identified the child with its parent. *Dutton* v. *Poole*, 1 Vent. 318, 332. The clear-cut anomaly of a recovery by the sole beneficiary at law, such as exists i many American jurisdictions, is preferable to such a fiction. A recovery in equity would equally accomplish justice, and at the same time would be theoretically justifiable. See *Linneman* v. *Moross*, 98 Mich. 178, 182, 57 N. W. 103, 105; 15 HARV. L. REV. 773. In New York, however, the courts would permit recovery in the principal case on the curious theory that the moral obligation to support a dependent relative makes the contract one for the benefit of a creditor of the promisee. *Buchanan* v. *Tilden*, 158 N. Y. 109, 52 N. E. 724.

EASEMENTS — MODES OF ACQUISITION — ASSUMPTION OF EASEMENT BY ALLEGED DOMINANT OWNER. — The owner of certain lake-front property sold a portion of his land to the plaintiff city with full knowledge of the latter's purpose to install forthwith a pumping station and supply its inhabitants with drinking water. The grantor thereafter sold the remainder of his property to the defendant, who had constructive notice of the use to which the plaintiff's land was being put. The plaintiff now asks for an injunction against any user of the lake by the defendant for bathing purposes, which was granted. *Held*, on appeal, by an equally divided court, that the plaintiff is entitled to the relief sought. *City of Battle Creek* v. *Goguac Resort Ass'n*, 148 N. W. 441 (Mich.).

Many decisions, recognizing easements created without grant, while based in terms on estoppel, can be rested on the sounder equitable doctrine that part performance may take a contract out of the Statute of Frauds. *East India Co.* v. *Vincent*, 2 Atk. 83. But in the principal case it seems scarcely possible to contend that there was any contract for an easement, especially against the defendant, a stranger to the original conveyance. Equity also recognizes servitudes which because of lack of privity, or because of some informality in the necessary covenant, do not run at law. *Tulk* v. *Moxhay*, 11 Beav. 571. In the principal case, however, aside from the lack of any attempted covenant, there is no clear intent to benefit the dominant tenement, an element deemed equally essential to an equitable servitude. See *Keates* v.